

COMMONWEALTH OF VIRGINIA DIVISION OF PURCHASES AND SUPPLY

PO Box 1199 RICHMOND, VA 23218-1199

Contract Extension

CONTRACT # 3807501 Contract Title: Milk and Related Products

1	DATE:	July 31, 2013
2	CONTRACT PERIOD:	July 1, 2013 through December 31, 2013
3	SUPERCEDES:	3807501
4	AUTHORIZED USERS:	Select State Agencies and Other Public Bodies
5	CONTRACTOR'S eVA VENDOR ID#:	See Section 1
6	CONTRACTOR / VENDOR	See Section 1
7	CONTRACTOR CONTACT	See Section 1
8	TERMS	NET 30
9	DELIVERY	As Required
10	F.O.B.	F.O.B. Delivered
11	CONTRACT PRICES	See Section 5
12	DPS CONTRACT OFFICER	Sharita L. Bryant, CPPB, VCO, VCA Phone:804-786-3897 Email: Sharita.Bryant@dgs.virginia.gov

ADDITIONAL COPIES OF CONTRACTS AND ANY ASSOCIATED CONTRACT CHANGES ARE AVAILABLE ON THE DPS WEBSITE: www.eva.virginia.gov UNDER THE STATE CONTRACTS WEBPAGE

AUTHORIZED USERS: This contract is the result of a competitive bid program and its use is Mandatory for all <u>STATE AGENCIES</u> and other <u>PUBLIC BODIES</u> listed and <u>Optional</u> for other public bodies and entities authorized to use the contract by the *Code of Virginia* § 2.2-1120(D), to include private institutions of higher education <u>chartered</u> in Virginia **and** granted tax-exempt status under §501(c)(3) of the Internal Revenue Code, in the purchase of any commodity listed herein.

NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, §2.2-4343, or against a bidder or offeror because of race, religion, color, sex national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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1. CONTRACTOR / VENDOR INFORMATION

Contractor Name	eVA Vendor ID#	Location Address	Contact Information (Name, Phone, Fax and Email)
Marva Maid Dairy	C11014	5500 Chestnut Ave	Andy Coates Phone: 757-245-3857 ext.455
	C11814	Newport News, VA 23605-	FAX: 757-928-2449
		2118	e-mail: acoates@marvamaid.com
Lots: 007, 021, 022, 025, and 038			
Dean Foods, D.B.A. Pet		Physical Location:	Carlton Bates
Dairy, Mayfield Dairy Farms, LLC	VS0000075364	1111 Konnarock Road Kingsport, TN 37662	Phone: 678-283-0954 FAX: 757-419-3501
rariis, LLC		Kingsport, 11v 57002	e-mail: carlton_bates@deanfoods.com
		eVA Location:	
		1048 Fordtown Road	
Lots: 019 and 028		Tricities, TN 37663	
Land-O-Sun Dairies			Margaret Bodenhamer
	C24204	P.O. Box 2489	Phone: 804-748-5802
		Chester, VA 23831	FAX: 804-748-5318
Lots: 001, 003, 009, 010,			e-mail: Margaret_Bodenhamer@deanfoods.com
015, 016, 018, 024, 027 ,			
030, 036, 037, and 039			
United Diary, Inc.		Physical Location:	Les Trivette
	E44913	5285 Hollins Road, NE Roanoke, VA 24019-4561	Phone: 540-366-2964 FAX: 540-366-2963
		Rodnoke, VA 24019-4501	ltrivette@uniteddairy.com
		eVA Location:	
Lots: 004, 005, 017, 020,		508 Roane Street	
and 029 Shenandoah's Pride, LLC		Charleston, WV 25302-2024	Joe Lawrence
Shehahuoan's Friue, LLC	E1666	5325 Port Royal Road	Phone: 703-321-3118
	21000	Springfield, VA 22151	FAX: 703-321-0573
			e-mail: <u>Joe_Lawrence@deanfoods.com</u>
Lots: 008, 012, and 013			

2. GENERAL INSTRUCTIONS

- 1. Ordering Method: Unless otherwise instructed or exempted by DPS, all departments, institutions and agencies of the Commonwealth of Virginia using this contract must order items by issuing purchase orders through eVA. The orders will be governed by this agreement and the terms and conditions contained in the separate agreement for participation in eVA executed by the contractor. If this contract is authorized for use by localities, Virginia cities, counties, town and political subdivisions, they should place all purchase orders through eVA or eVA Lite.
- 2. <u>Purchase Order Information:</u> When placing an eVA non-catalog order, each line of the requisition must be identified with the correct Contractor Name and Location (eVA Vendor ID#), contract item number, full item description and the contract unit price. The exact Contract Number, as shown on page 1, **must** be inserted in the Contract Number field for each line item of the eVA requisition. Purchase orders not bearing the correct contract number in the appropriate location will be non-compliant and may not be considered a purchase against this contract.
- 3. Ordering Entity Acceptance: Inspection and acceptance upon delivery and approval of vendor's invoice is the responsibility of the receiving entity.
- 4. <u>Complaints:</u> Any complaint that is due to a violation or breach of the Contract provisions shall be reported on an official DPS "PROCUREMENT COMPLAINT FORM" (Form # DGS-41-024). To facilitate notification, this form shall be completed by the ordering entity and sent to the contract vendor, <u>with a copy</u> sent to DPS to the address shown on the form. Contract vendors shall also use this form to initiate complaints concerning entities. Contract vendors shall also use this form to initiate complaints concerning entities. This form may be downloaded from the internet at <u>www.eva.virginia.gov</u> (Click on the Buyer tab, then on "Procurement Complaint Form").
- 5. <u>Changes:</u> Any changes whether for increases or decreases in pricing, delivery terms or additional options must be approved by the Division of Purchases and Supply in advance of issuance of the purchase order. Disputes between the ordering agency and the vendor will be resolved in accordance with the terms of the contract and any change orders/renewals unless prior approval was granted by DPS.
- 6. See Additional Information section below.

3. PARTICIPATING AGENCIES, COMMODITY INFORMATION & PRICING

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PRICING SHEETS FOR MILK

LOT # 001

AGENCY NAME: ACADEMY FOR STAFF DEVELOPMENT AGENCY NUMBER: 742

DELIVERY ADDRESS: 1900 RIVER ROAD, WEST

CROZIER, VA 23039

DELIVERIES REQUIRED ON: MONDAY AND THURSDAY AS REQUIRED

DELIVERY HOURS: TUESDAY 8:00 A.M. - 3:00 P.M.

INVOICE ADDRESS: SAME

ITEM 040 MILK, SKIM, ONE-HALF PINT SIZE:

\$0.215 EACH

ITEM 050 MILK, SKIM, FIVE GALLON SIZE:

\$<u>14.00</u> EACH

ITEM 065 MILK, CHOCOLATE, 1% BUTTER FAT, FIVE GALLON SIZE:

\$14.25 EACH

LOT # 003

AGENCY NAME: **BEAUMONT JUVENILE CORRECTIONAL CENTER**<u>AGENCY NUMBER: 777</u>

DELIVERY ADDRESS: P. O. BOX 491

3500 BEAUMONT ROAD OFF STATE ROUTE 522 BEAUMONT, VA 23014-9999

DELIVERY HOURS: 7:00 A.M. - 3:00 P.M.

DELIVERIES REQUIRED ON: TUESDAY AND THURSDAY AS REQUIRED.

INVOICE ADDRESS: SAME

ITEM 010 MILK, 1% BUTTER FAT, ONE-HALF PINT SIZE:

\$0.95 EACH

ITEM 025 MILK, 2% BUTTER FAT, ONE-HALF PINT SIZE:

\$0.200 EACH

ITEM 055 MILK, CHOCOLATE, 1% BUTTER FAT, ONE-HALF PINT SIZE:

\$0.195 EACH

ITEM 056 MILK, CHOCOLATE, FAT FREE SKIM, ONE-HALF PINT SIZE:

\$.2254 EACH

ITEM 060 MILK, STRAWBERRY, REDUCED SUGAR, FAT FREE, HALF PINT

\$0.20 EACH

ITEM 105 MILK, 1% BUTTER FAT, GALLON SIZE:

\$3.20 EACH

ITEM 110 MILK, FAT FREE, ONE-HALF GALLON SIZE:

\$1.60 EACH

ITEM 118 MILK, LACTAID, FAT FREE, ONE-HALF PINT SIZE:

\$0.60 EACH

ITEM 120 COTTAGE CHEESE, CREAMED, FIVE POUND CONTAINER:

\$6.00 EACH

ITEM 140 SOUR CREAM, CULTURED, FIVE POUND CONTAINER:

\$5.25 EACH

ITEM 260 ORANGE DRINK, ONE-HALF PINT SIZE:

\$0.09 EACH

ITEM 305 FRUIT PUNCH DRINK, ONE-HALF PINT SIZE:

\$0.09 EACH

LOT # 004

AGENCY NAME: CATAWBA HOSPITAL AGENCY NUMBER: 724

DELIVERY ADDRESS: 5525 CATAWBA HOSPITAL

CATAWBA, VA 24070

DELIVERIES REQUIRED ON: TUESDAY AND FRIDAY AS REQUIRED

DELIVERY HOURS: 7:30 A.M. - 3:30 P.M.

INVOICE ADDRESS: CATAWBA HOSPITAL

P. O. BOX 200

CATAWBA, VA 24070

ITEM 025 MILK, 2% BUTTER FAT, ONE-HALF PINT SIZE:

\$.2285 EACH

ITEM 040 MILK, SKIM, ONE-HALF PINT SIZE:

\$<u>.2168</u> EACH

ITEM 055 MILK, CHOCOLATE, 1% BUTTER FAT, ONE-HALF PINT SIZE:

\$.2317 EACH

ITEM 110 MILK, BUTTERMILK, FAT FREE, ONE-HALF GALLON SIZE:

\$1.7012 EACH

ITEM 125 COTTAGE CHEESE, LOW FAT, CREAMED, FIVE POUND CONTAINER:

\$<u>6.6769</u> EACH

ITEM 145 SOUR CREAM, LOW FAT CULTURED, FIVE POUND CONTAINER:

\$<u>5.3549</u> EACH

ITEM 160 WHIPPED CREAM, QUART SIZE:

\$3.2309 EACH

ITEM 215 YOGURT, LOW FAT, STRAWBERRY, FIVE POUND CONTAINER:

\$4.8099 EACH

ITEM 220 YOGURT, LOW FAT, BLUEBERRY, FIVE POUND CONTAINER:

\$<u>4.8099</u> EACH

ITEM 225 YOGURT, LOW FAT, RASPBERRY, FIVE POUND CONTAINER:

\$4.8099 EACH

ITEM 230 YOGURT, LOW FAT, PEACH, FIVE POUND CONTAINER:

\$4.8099 EACH

LOT # 005

AGENCY NAME: CENTRAL VIRGINIA TRAINING CENTER AGENCY NUMBER: 707

DELIVERY ADDRESS: WAREHOUSE

521 COLONY ROAD

MADISON HEIGHTS, VA 24572

DELIVERY HOURS: 6:00 A.M. - 2:00 P.M.

DELIVERIES REQUIRED ON: MONDAY, WEDNESDAY AND FRIDAY AS REQUIRED.

INVOICE ADDRESS: CENTRAL VIRGINIA TRAINING CENTER

ACCOUNTS PAYABLE

P. O. BOX 1098

LYNCHBURG, VA 24505

ITEM 005 MILK, WHOLE, ONE-HALF PINT SIZE:

\$.2371 EACH

ITEM 025 MILK, 2% BUTTER FAT, ONE-HALF PINT SIZE:

\$<u>.2236</u> EACH

ITEM 040 MILK, SKIM, ONE-HALF PINT SIZE:

\$<u>.1963</u> EACH

ITEM 055 MILK, CHOCOLATE, 1% BUTTER FAT, ONE-HALF PINT SIZE:

\$.2205 EACH

ITEM 165 YOGURT, LOW FAT, STRAWBERRY, FOUR OZ CONTAINER:

\$.3739 EACH

ITEM 170 YOGURT, LOW FAT, BLUEBERRY, FOUR OZ CONTAINER:

\$.3739 EACH

ITEM 175 YOGURT, LOW FAT, RASPBERRY, FOUR OZ CONTAINER:

\$.3739 EACH

ITEM 180 YOGURT, LOW FAT, PLAIN, FOUR OZ CONTAINER:

\$.3739 EACH

ITEM 185 MILK, CHOCOLATE, WHOLE, 3.25%, PINT SIZE:

\$.5272 EACH

LOT # 007

AGENCY NAME: CHRISTOPHER NEWPORT UNIVERSITY AGENCY NUMBER: 242

(ALL LOCATIONS)

DELIVERY ADDRESS: THE COMMONS

1 UNIVERSITY PLACE

NEWPORT NEWS, VA 23606

DELIVERIES REQUIRED ON: MONDAY, TUESDAY, WEDNESDAY, THURSDAY AND FRIDAY AS

REQUIRED

DELIVERY HOURS: 8:00 A.M. - 10:00 A.M.

INVOICE ADDRESS: CHRISTOPHER NEWPORT

ACCOUNTS PAYABLE 1 UNIVERSITY PLACE

NEWPORT NEWS, VA 23606

ITEM 015 MILK, WHOLE, ONE GALLON SIZE:

\$3.1123 EACH

ITEM 016 MILK, WHOLE, ONE PINT SIZE, 14 OZ:

\$<u>0.4797</u> EACH

ITEM 020 MILK, WHOLE, FIVE GALLON SIZE:

\$14.8722 EACH

ITEM 044 MILK, SKIM, ONE PINT SIZE, 14 OZ:

\$0.4394 EACH

ITEM 045 MILK, SKIM, ONE GALLON SIZE:

\$2.7441 EACH

ITEM 050 MILK, SKIM, FIVE GALLON SIZE:

\$13.0312 EACH

ITEM 065 MILK, CHOCOLATE, 1% BUTTER FAT, FIVE GALLON SIZE:

\$13.5021 EACH

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ITEM 066 MILK, CHOCOLATE, 1% BUTTER FAT, ONE PINT SIZE, 14 OZ:

\$<u>0.4497</u> EACH

ITEM 075 MILK, BUTTERMILK, QUART SIZE:

\$0.8872 EACH

ITEM 120 COTTAGE CHEESE, CREAMED, FIVE POUND CONTAINER:

\$7.6000 EACH

ITEM 145 SOUR CREAM, LOW FAT, CULTURED, FIVE POUND CONTAINER:

\$<u>5.77</u> EACH

ITEM 150 CREAM, HALF AND HALF, INDIVIDUAL SERVING (400/CASE):

\$8.6842 EACH

ITEM 260 ORANGE DRINK, ONE-HALF PINT SIZE:

\$0.1222 EACH

ITEM 305 FRUIT PUNCH DRINK, ONE-HALF PINT SIZE:

\$0.1222 EACH

AGENCY NAME: CHRISTOPHER NEWPORT UNIVERSITY AGENCY NUMBER 242

DELIVERY ADDRESS: DAVID STUDENT UNION

1 UNIVERSITY PLACE

NEWPORT NEWS, VA 23606

DELIVERIES REQUIRED ON: MONDAY, TUESDAY, WEDNESDAY, THURSDAY, FRIDAY

AND SATURDAY

DELIVERY HOURS: A.M. AND P.M.

INVOICE ADDRESS: CHRISTOPHER NEWPORT

ATTENTION: ACCOUNTS PAYABLE

1 UNIVERSITY PLACE

NEWPORT NEWS, VA 23606

ITEM 015 MILK, WHOLE, ONE GALLON SIZE:

\$3.1123 EACH

ITEM 020 MILK, WHOLE, FIVE GALLON SIZE:

\$14.8722 EACH

ITEM 044 MILK, SKIM, ONE PINT SIZE:

\$0.4394 EACH

ITEM 045 MILK, SKIM, ONE GALLON SIZE:

\$<u>2.7441</u> EACH

ITEM 050 MILK, SKIM, FIVE GALLON SIZE:

\$13.0312 EACH

ITEM 065 MILK, CHOCOLATE, 1% BUTTER FAT, FIVE GALLON SIZE:

\$13.5021 EACH

ITEM 066 MILK, CHOCOLATE, 1% BUTTER FAT, ONE PINT SIZE, 14 OZ:

\$0.4497 EACH

ITEM 075 MILK, BUTTERMILK, QUART SIZE:

\$0.8872 EACH

ITEM 120 COTTAGE CHEESE, CREAMED, FIVE POUND CONTAINER:

\$7.6000 EACH

ITEM 145 SOUR CREAM, LOW FAT, CULTURED, FIVE POUND CONTAINER:

\$<u>5.77</u> EACH

ITEM 150 CREAM, HALF AND HALF, INDIVIDUAL SERVING, 400/CASE:

\$<u>8.6842</u> EACH

ITEM 155 CREAM, HALF AND HALF, QUART SIZE:

\$<u>1.54</u> EACH

ITEM 260 ORANGE DRINK, ONE-HALF PINT SIZE:

\$0.1222 EACH

ITEM 305 FRUIT PUNCH DRINK, ONE-HALF PINT SIZE:

\$0.1222 EACH

LOT # 008

AGENCY NAME: CULPEPER JUVENILE CORRECTIONAL CENTER AGENCY NUMBER 777

DELIVERY ADDRESS: 12240 COFFEEWOOD DRIVE

MITCHELL, VA 22729

DELIVERIES REQUIRED ON: WEDNESDAY AS REQUIRED

DELIVERY HOURS: 7:00 A.M. - 3:00 P.M.

INVOICE ADDRESS: CULPEPER JUVENILE CORRECTIONAL CENTER

P. O. BOX 1000

MITCHELLS, VA 22729

ITEM 005 MILK, WHOLE, ONE-HALF PINT SIZE:

\$<u>.217</u> EACH

ITEM 010 MILK, 1% BUTTER FAT, ON-HALF PINT SIZE:

\$.2281 EACH

ITEM 025 MILK, 2% BUTTER FAT, ONE-HALF PINT SIZE:

\$<u>.206</u> EACH

ITEM 055 MILK, CHOCOLATE, FAT FREE SKIM, ONE-HALF PINT SIZE:

\$<u>.2349</u> EACH

ITEM 140 SOUR CREAM, CULTURED, FIVE POUND CONTAINER:

\$4.95 EACH

ITEM 320 FRUIT JUICE, ORANGE, 100% PURE JUICE, NO SUGAR ADDED, FOUR OZ. SIZE,

MAY BE FROM CONCENTRATE:

\$<u>.135</u> EACH

LOT # 009

AGENCY NAME: **EASTERN STATE HOSPITAL**AGENCY NUMBER: 704

DELIVERY ADDRESS: 4601 IRONBOUND ROAD

WILLIAMSBURG, VA 23188

DELIVERIES REQUIRED ON: MONDAY, TUESDAY, THURSDAY, FRIDAY AND SATURDAY

DELIVERY HOURS: 7:00 A.M. - 10:00 A.M.

INVOICE ADDRESS: EASTERN STATE HOSPITAL

P. O. BOX 8791

WILLIAMSBURG, VA 23187-8791

ITEM 005 MILK, WHOLE, ONE-HALF PINT SIZE:

\$0.2125 EACH

ITEM 015 MILK, WHOLE, ONE GALLON SIZE:

\$2.89 EACH

ITEM 040 MILK, SKIM, ONE-HALF PINT SIZE:

\$0.1875 EACH

ITEM 045 MILK, SKIM, ONE GALLON SIZE:

\$2.65 EACH

ITEM 055 MILK, CHOCOLATE, 1% BUTTER FAT, ONE-HALF PINT SIZE:

\$0.195 EACH

ITEM 120 COTTAGE CHEESE, CREAMED, FIVE POUND CONTAINER:

\$6<u>.00</u> EACH

ITEM 140 SOUR CREAM, CULTURED, FIVE POUND CONTAINER:

\$5.25 EACH

ITEM 155 CREAM, HALF AND HALF, QUART:

\$1.49 EACH

ITEM 245 LEMON DRINK, ONE-HALF PINT SIZE:

\$0.09 EACH

ITEM 260 ORANGE DRINK, ONE-HALF PINT SIZE:

\$0.09 EACH

ITEM 305 FRUIT PUNCH DRINK, ONE-HALF PINT SIZE:

\$0.09 EACH

LOT # 010

AGENCY NAME: HANOVER JUVENILE CORRECTIONAL CENTER AGENCY NUMBER: 777

DELIVERY ADDRESS: 7093 BROAD NECK ROAD

HANOVER, VA 23069

DELIVERIES REQUIRED ON: TUESDAY /AND FRIDAY AS REQUIRED

DELIVERY HOURS: 8:00 A.M. - 4:00 P.M.

INVOICE ADDRESS: HANOVER JUVENILE CORRECTIONAL CENTER

P. O. BOX 507

HANOVER, VA 23069

ITEM 005 MILK, WHOLE, ONE-HALF PINT SIZE:

\$0.21 EACH

ITEM 010 MILK, 1% BUTTER FAT, ONE-HALF PINT SIZE:

\$0.195 EACH

ITEM 025 MILK, 2% BUTTER FAT, ONE-HALF PINT SIZE:

\$0.20 EACH

ITEM 055 MILK, CHOCOLATE, 1% BUTTER FAT, ONE-HALF PINT SIZE:

\$0.195 EACH

ITEM 115 MILK, LACTAID, ONE QUART SIZE:

\$1.49 EACH

ITEM 125 CREAM SOUR, 5 POUND CONTAINER;

\$4.50 EACH

ITEM 245 LEMON DRINK, ONE-HALF PINT SIZE:

\$0.09 EACH

ITEM 260 ORANGE DRINK, ONE-HALF PINT SIZE:

\$0.09 EACH

ITEM 305 FRUIT PUNCH DRINK, ONE-HALF PINT SIZE:

\$0.09 EACH

LOT # 012

AGENCY NAME: NORTHERN VIRGINIA MENTAL AGENCY NUMBER: 728

HEALTH INSTITUTE

DELIVERY ADDRESS: 3302 GALLOWS ROAD

FALLS CHURCH, VA 22042

DELIVERIES REQUIRED ON: MONDAY AND THURSDAY AS REQUIRED

DELIVERY HOURS: 6:00 A.M.

INVOICE ADDRESS: SAME

ITEM 015 MILK, WHOLE, ONE QUART SIZE:

\$.86 EACH

ITEM 025 MILK, 2% BUTTER FAT, ONE-HALF PINT SIZE:

\$<u>.1875</u> EACH

ITEM 040 MILK, SKIM, ONE-HALF PINT SIZE:

\$.1817 EACH

ITEM 045 MILK, SKIM, ONE GALLON SIZE:

\$<u>3.0072</u> EACH

ITEM 055 MILK, CHOCOLATE, 1% BUTTER FAT, ONE-HALF PINT SIZE:

\$<u>.1868</u> EACH

ITEM 075 MILK, BUTTERMILK, QUART SIZE:

\$<u>.8371</u> EACH

ITEM 080 MILK, FAT FREE, LACTOSE FREE, ONE-HALF PINT SIZE:

\$<u>.5665</u> EACH

ITEM 085 EGGNOG, ONE QUART SIZE:

\$<u>1.32</u> EACH

ITEM 100	MILK, HEAVY CREAM, ONE QUART SIZE:
	\$ <u>2.20</u> EACH
ITEM 120	COTTAGE CHEESE, CREAMED, FIVE POUND CONTAINER:
	\$ <u>5.253</u> EACH
ITEM 125	COTTAGE CHEESE, LOW FAT, CREAMED, FIVE POUND CONTAINER:
	\$ <u>5.253</u> EACH
ITEM 140	SOUR CREAM, CULTURED, FIVE POUND CONTAINER:
	\$ <u>5.253</u> EACH
ITEM 150	CREAM, HALF AND HALF, INDIVIDUAL SERVING, 400/CASE:
	\$ <u>10.00</u> EACH
	PROVIDE CARTON PACKING: 360 EACH PER CARTON
ITEM 160	WHIPPED CREAM, QUART SIZE:
	\$ <u>2.20</u> EACH
ITEM 190	YOGURT, LOW FAT, STRAWBERRY, EIGHT OZ CONTAINER:
	\$ <u>.4738</u> EACH
ITEM 195	YOGURT, LOW FAT, BLUEBERRY, EIGHT OZ CONTAINER:
	\$ <u>.4738</u> EACH
ITEM 205	YOGURT, LOW FAT, PEACH, EIGHT OZ CONTAINER:
	\$ <u>.4738</u> EACH
ITEM 215	YOGURT, LOW FAT, STRAWBERRY, FIVE POUND CONTAINER:
	\$ <u>4.8410</u> EACH
ITEM 220	YOGURT, LOW FAT, BLUEBERRY, FIVE POUND CONTAINER:
	\$ <u>4.8410</u> EACH
ITEM 230	YOGURT, LOW FAT, PEACH, FIVE POUND CONTAINER:
	\$ <u>4.8410</u> EACH
ITEM 240	YOGURT, LOW FAT, PLAIN, FIVE POUND CONTAINER:
	\$ <u>4.8410</u> EACH

AGENCY NAME: **NORTHERN VIRGINIA TRAINING CENTER AGENCY NUMBER: 725**

DELIVERY ADDRESS: 9901 BRADDOCK ROAD

FAIRFAX, VA 22032

DELIVERIES REQUIRED ON: MONDAY, WEDNESDAY AND FRIDAY AS REQUIRED

DELIVERY HOURS: 5:00 A.M. - 3:00 P.M.

INVOICE ADDRESS: SAME

ITEM 015 MILK, WHOLE, ONE GALLON SIZE:

\$3.1269 EACH

ITEM 025 MILK, 2% BUTTER FAT, ONE-HALF PINT SIZE:

\$.1875 EACH

ITEM 040 MILK, SKIM, ONE-HALF PINT SIZE:

\$.1817 EACH

ITEM 045 MILK, SKIM, ONE GALLON SIZE:

\$3.0072 EACH

ITEM 055 MILK, CHOCOLATE, 1% BUTTER FAT, ONE-HALF PINT SIZE:

\$<u>.1868</u> EACH

ITEM 115 MILK, LACTOSE FREE, 8 OZ.:

\$.5665 EACH

ITEM 125 COTTAGE CHEESE, LOW FAT, CREAMED, FIVE POUND CONTAINER:

\$5.2530 EACH

ITEM 140 SOUR CREAM, CULTURED, FIVE POUND CONTAINER:

\$5.15 EACH

ITEM 190 YOGURT, LOW FAT, STRAWBERRY, EIGHT OZ CONTAINER:

\$<u>.4738</u> EACH

ITEM 195 YOGURT, LOW FAT, BLUEBERRY, EIGHT OZ CONTAINER:

\$<u>.4738</u> EACH

ITEM 205 YOGURT, LOW FAT, PEACH, EIGHT OZ CONTAINER:

\$<u>.4738</u> EACH

ITEM 240 YOGURT, LOW FAT, PLAIN, FIVE POUND CONTAINER:

\$4.8410 EACH

AGENCY NAME: **PIEDMONT GERIATRIC HOSPITAL**<u>AGENCY NUMBER: 729</u>

DELIVERY ADDRESS: 5001 E. PATRICK HENRY HIGHWAY

BURKEVILLE, VA 23922

DELIVERIES REQUIRED ON: MONDAY AND THURSDAY

DELIVERY HOURS: 7:30 A.M. – 3:30 P.M.

INVOICE ADDRESS: P. O. BOX 427

ATTN.: ACCOUNTS PAYABLE BURKEVILLE, VA 23922

ITEM 005 MILK, WHOLE, ONE-HALF PINT SIZE:

\$0.2125 EACH

ITEM 020 MILK, WHOLE, ONE GALLON SIZE:

\$3.09 EACH

ITEM 022 MILK, WHOLE, FIVE GALLON SIZE

\$14.25 EACH

ITEM 025 MILK, 2% BUTTER FAT, ONE-HALF PINT SIZE:

\$0.200 EACH

ITEM 040 MILK, SKIM, ONE-HALF PINT SIZE:

\$0.19 EACH

ITEM 055 MILK, CHOCOLATE, 1% BUTTER FAT, ONE-HALF PINT SIZE:

\$0.195 EACH

ITEM 120 COTTAGE CHEESE, CREAMED, FIVE POUND CONTAINER:

\$6.00 EACH

ITEM 140 SOUR CREAM, CULTURED, FIVE POUND CONTAINER:

\$5.50 EACH

ITEM 305 FRUIT PUNCH DRINK, ONE-HALF PINT SIZE:

\$0.09 EACH

ITEM 310 ORANGE DRINK, ONE-HALF PINT SIZE:

\$0.09 EACH

ITEM 315 LEMON PUNCH DRINK, ONE-HALF PINT SIZE:

\$0.09 EACH

LOT # 015A

AGENCY NAME: Virginia Center for Behavioral Rehabilitation AGENCY NUMBER: 794

DELIVERY ADDRESS: 4901 EAST PATRICK HENRY HIGHWAY

BURKEVILLE, VA 23922

DELIVERIES REQUIRED ON: MONDAY, WEDNESDAY, and FRIDAY

DELIVERY HOURS: 7:30 A.M. - 4:00 P.M.

INVOICE ADDRESS: VCBR

ATTN.: ACCOUNTS PAYABLE

P.O. BOX 548

BURKEVILLE, VA 23922

ITEM 020 MILK, WHOLE, ONE GALLON SIZE:

\$3.169 EACH

ITEM 025 MILK, 2% BUTTER FAT, ONE-HALF PINT SIZE:

\$0.2054 EACH

ITEM 040 MILK, SKIM, ONE-HALF PINT SIZE:

\$0.1958 EACH

ITEM 055 MILK, CHOCOLATE, 1% BUTTER FAT, ONE-HALF PINT SIZE:

\$0.2016 EACH

ITEM 120 COTTAGE CHEESE, CREAMED, FIVE POUND CONTAINER:

\$6.8935 EACH

ITEM 140 SOUR CREAM, CULTURED, FIVE POUND CONTAINER:

\$6.3482 EACH

LOT # 016

AGENCY NAME: SOUTHEASTERN VIRGINIA TRAINING CENTER AGENCY NUMBER: 723

DELIVERY ADDRESS: 2100 STEPPINGSTONE SQUARE

CHESAPEAKE, VA 23320

DELIVERIES REQUIRED ON: MONDAY AND THURSDAY AS REQUIRED

DELIVERY HOURS: 6:00 A.M. - 11:00 A.M. - 1:00 P.M. - 4:00 P.M.

INVOICE ADDRESS: SAME

ITEM 025 MILK, 2% BUTTER FAT, ONE-HALF PINT SIZE:

\$0.20 EACH

ITEM 040 MILK, SKIM, ONE-HALF PINT SIZE:

\$0.1925 EACH

ITEM 055	MILK, CHOCOLATE, 1% BUTTER FAT, ONE-HALF PINT SIZE:
	\$ <u>0.195</u> EACH
ITEM 115	MILK, LACTAID, ONE QUART SIZE:
	\$ <u>1.49</u> EACH
ITEM 118	MILK, LACTAID, FAT FREE, HALF PINT SIZE:
	\$ <u>1.49</u> EACH
ITEM 120	COTTAGE CHEESE, CREAMED, FIVE POUND CONTAINER:
	\$6 <u>.00</u> EACH
ITEM 125	SOUR CREAM, FIVE POUND CONTAINER: \$ <u>5.50</u> EACH
ITEM 180	YOGURT, PLAIN OR VANILLA, FIVE POUND CONTAINER:
	\$4 <u>.50</u> EACH
ITEM 190	YOGURT, LOW FAT, STRAWBERRY, 6 OZ CONTAINER:
	\$ <u>0.430</u> EACH
ITEM 195	YOGURT, LOW FAT, BLUEBERRY, 6 OZ CONTAINER:
	\$ <u>0.43</u> EACH
ITEM 200	YOGURT, LOW FAT, RASPBERRY, 6 OZ CONTAINER:
	\$ <u>0.430</u> EACH
ITEM 205	YOGURT, LOW FAT, PEACH, 6 OZ CONTAINER:
	\$ <u>0.43</u> EACH
ITEM 210	YOGURT, LOW FAT, CHERRY, 6 OZ CONTAINER:
	\$ <u>0.43</u> EACH
ITEM 245	LEMON DRINK, ONE-HALF PINT SIZE:
	\$ <u>0.11</u> EACH
ITEM 260	ORANGE DRINK, ONE-HALF PINT SIZE:
	\$ <u>0.11</u> EACH
ITEM 305	FRUIT PUNCH DRINK, ONE-HALF PINT SIZE:
	\$ <u>0.11</u> EACH

AGENCY NAME: SOUTHERN VIRGINIA MENTAL HEALTH AGENCY NUMBER: 739

DELIVERY ADDRESS: 382 TAYLOR DRIVE

DANVILLE, VA 24541

DELIVERIES REQUIRED ON: MONDAY AND THURSDAY AS REQUIRED

DELIVERY HOURS: 12:00 NOON - 1:00 P.M.

INVOICE ADDRESS: SAME

ITEM 025 MILK, 2% REDUCED FAT, ONE-HALF PINT SIZE:

\$<u>.2445</u> EACH

ITEM 040 MILK, SKIM, ONE-HALF PINT SIZE:

\$<u>.2218</u> EACH

ITEM 075 MILK, BUTTERMILK, QUART SIZE:

\$1.1062 EACH

ITEM 080 MILK, BUTTERMILK, ONE-HALF GALLON SIZE:

\$1.8588 EACH

ITEM 120 COTTAGE CHEESE, CREAMED, FIVE POUND CONTAINER:

\$7.59 EACH

ITEM 130 EGG NOG, 1/2 GALLON SIZE:

\$3.10 EACH

ITEM 140 SOUR CREAM, CULTURED, FIVE POUND CONTAINER:

\$<u>6.09</u> EACH

ITEM 160 WHIPPED CREAM, QUART SIZE:

\$3.6309 EACH

ITEM 170 STRAWBERRY AND PEACH YOGURT, 4 OZ. SIZE:

\$<u>0.3739</u> EACH

AGENCY NAME: SOUTHSIDE VIRGINIA TRAINING CENTER AGENCY NUMBER: 726

DELIVERY ADDRESS: 112 BEDFORD STREET, BLDG. 112

PETERSBURG, VA 23803

DELIVERIES REQUIRED ON: MONDAY, TUESDAY, WEDNESDAY AND THURSDAY AS REQUIRED

DELIVERY HOURS: 6:30 A.M. - 3:00 P.M.

INVOICE ADDRESS: SOUTHSIDE VIRGINIA TRAINING CENTER

ACCOUNTS PAYABLE

P.O. BOX 4030

PETERSBURG, VA 23803-0030

ITEM 025 MILK, 2% BUTTER FAT, ONE-HALF PINT SIZE:

\$0.196 EACH

ITEM 040 MILK, SKIM, ONE-HALF PINT SIZE:

\$0.1825 EACH

ITEM 055 MILK, CHOCOLATE, 1% BUTTER FAT, ONE-HALF PINT SIZE:

\$0.1925 EACH

ITEM 070 MILK, LACTAID, ONE QUART:

\$1.49 EACH

ITEM 120 COTTAGE CHEESE, CREAMED, FIVE POUND CONTAINER:

\$6<u>.00</u> EACH

ITEM 145 SOUR CREAM, LOW FAT, CULTURED, FIVE POUND CONTAINER:

\$5<u>.50</u> EACH

ITEM 195 YOGURT, LOW FAT, BLUEBERRY, 6 OZ CONTAINER:

\$0.430 EACH

ITEM 200 YOGURT, LOW FAT, CHERRY, 6 OZ CONTAINER:

\$0.43 EACH

ITEM 205 YOGURT, LOW FAT, PEACH, 6 OZ CONTAINER:

\$0.43 EACH

ITEM 208 YOGURT, LOW FAT, STRAWBERRY, 6 OZ CONTAINER:

\$<u>0.43</u> EACH

ITEM 220 YOGURT, LOW FAT, STRAWBERRY/BANNANA, 6 OZ CONTAINER:

\$0.43 EACH

ITEM 245 LEMON DRINK, ONE-HALF PINT SIZE:

\$0.09 EACH

ITEM 270 ORANGE DRINK, GALLON SIZE:

\$0.90 EACH

ITEM 305 FRUIT PUNCH DRINK, ONE-HALF PINT SIZE:

\$0.09 EACH

ITEM 315 FRUIT PUNCH DRINK, GALLON SIZE:

\$0.90 EACH

LOT # 019

AGENCY NAME: SOUTHWESTERN VIRGINIA MENTAL AGENCY NUMBER: 705

HEALTH INSTITUTE

DELIVERY ADDRESS: 340 BAGLEY CIRCLE

MARION, VA 24354

DELIVERIES REQUIRED ON: MONDAY AND THURSDAY AS REQUIRED

DELIVERY HOURS: 6:00 A.M. - 3:00 P.M.

INVOICE ADDRESS: SAME

ITEM 010 MILK, NONFAT, BUTTERMILK, HALFGALLON:

\$1.59 EACH

ITEM 025 MILK, 2% BUTTER FAT, ONE-HALF PINT SIZE:

\$<u>.21</u> EACH

ITEM 035 MILK, 2% BUTTER FAT, FIVE GALLON SIZE:

\$ 15.00 EACH

ITEM 040 MILK, SKIM, ONE-HALF PINT SIZE:

\$<u>.19</u> EACH

ITEM .45 MILK, SKIM, ONE GALLON:

\$3.09_ EACH

ITEM 055 MILK, CHOCOLATE, 1% BUTTER FAT, ONE-HALF PINT SIZE:

\$.195 EACH

ITEM 115 COTTAGE CHEESE, 1%, FIVE POUNDS:

\$6.00 EACH

ITEM 140 SOUR CREAM, CULTURED, FIVE POUND CONTAINER:

\$5.50 EACH

ITEM 265 ORANGE JUICE 100%, 4 OZ. SIZE:

\$<u>.12</u> EACH

ITEM 280 APPLE JUICE 100% 4 OZ. SIZE:

\$<u>.12</u> EACH

LOT # 020

AGENCY NAME: SOUTHWESTERN VIRGINIA TRAINING CENTER AGENCY NUMBER: 738

DELIVERY ADDRESS: 160 TRAINING CENTER ROAD, BLDG. 2

HILLSVILLE, VA 24343

DELIVERIES REQUIRED ON: MONDAY, TUESDAY, THURSDAY AND

SATURDAY AS REQUIRED

DELIVERY HOURS: 8:00 A.M. - 4:30 P.M.

INVOICE ADDRESS: P. O. BOX 1328

HILLSVILLE, VA 24343-7328

ITEM 005 MILK, WHOLE, ONE-HALF PINT SIZE:

\$.2545 EACH

ITEM 025 MILK, 2% BUTTER FAT, ONE-HALF PINT SIZE:

\$.2445 EACH

ITEM 030 MILK, 2% BUTTER FAT, ONE GALLON SIZE:

\$ 3.4680 EACH

ITEM 036 MILK, 1% BUTTER FAT, ONE-HALF PINT SIZE:

\$.2345 EACH

ITEM 040 MILK, SKIM, ONE-HALF PINT SIZE:

\$.2233 EACH

ITEM 045 MILK, SKIM, ONE GALLON SIZE:

\$2.9387 EACH

ITEM 125 COTTAGE CHEESE, LOW FAT, CREAMED, FIVE POUND CONTAINER:

\$6.6769 EACH

ITEM 175 YOGURT, LOW FAT, RASPBERRY, FOUR OZ CONTAINER:

\$.3739 EACH

ITEM 185 YOGURT, LOW FAT, VANILLA, FOUR OZ CONTAINER:

\$<u>.3739</u> EACH

ITEM 235 YOGURT, LOW FAT, VANILLA, FIVE POUND CONTAINER:

\$4.8099 EACH

ITEM 240 YOGURT, LOW FAT, PLAIN, FIVE POUND CONTAINER:

\$4.8099 EACH

ITEM 330 FRUIT JUICE, GRAPE, 100% PURE JUICE, FOUR OZ. SIZE,

MAY BE FROM CONCENTRATE:

\$<u>.1399</u> EACH

ITEM 335 FRUIT JUICE, ORANGE, 100% PURE JUICE, NO SUGAR ADDED,

FOUR OZ. SIZE. MAY BE FROM CONCENTRATE, PAPER CONTAINER.

\$<u>.1399</u> EACH

ITEM 340 FRUIT JUICE, APPLE, 100% PURE JUICE, NO SUGAR ADDED,

FOUR OZ. SIZE. MAY BE FROM CONCENTRATE, PAPER CONTAINER.

\$<u>.1399</u> EACH

ITEM 345 MILK, 2% HALF-GALLON SIZE:

\$1.6877 EACH

ITEM 350 JUICE, CRANSBERRY, 4 OZ. SIZE:

\$<u>0.1599</u> EACH

LOT # 021

AGENCY NAME: **DEPARTMENT OF STATE POLICE**<u>AGENCY NUMBER: 156</u>

DELIVERY ADDRESS: DINING ROOM

P. O. BOX 27472

7700 MIDLOTHIAN TURNPIKE

RCHMOND, VA 23235

DELIVERIES REQUIRED ON: MONDAY AND THURSDAY AS REQUIRED

DELIVERY HOURS: 5:00 A.M.

INVOICE ADDRESS: VIRGINIA STATE POLICE

ATTN.: ACCOUNTS PAYABLE

P. O. BOX 27472

RICHMOND, VA 23235

ITEM 005 MILK, WHOLE, ONE-HALF PINT SIZE:

\$<u>0.2246</u> EACH

ITEM 025 MILK, 2% BUTTER FAT, ONE-HALF PINT SIZE:

\$<u>0.2142</u> EACH

ITEM 036 MILK, 1% BUTTER FAT, ONE-HALF PINT SIZE:

\$0.2057 EACH

ITEM 040 MILK, SKIM, ONE-HALF PINT SIZE:

\$<u>0.2015</u> EACH

ITEM 055 MILK, CHOCOLATE, 1% BUTTER FAT, ONE-HALF PINT SIZE:

\$<u>0.2074</u> EACH

ITEM 075 MILK, BUTTERMILK, QUART SIZE:

\$0.8872 EACH

ITEM 125 COTTAGE CHEESE, LOW FAT, CREAMED, FIVE POUND CONTAINER:

\$7.6000 EACH

ITEM 140 SOUR CREAM, CULTURED, FIVE POUND CONTAINER:

\$<u>5.77</u> EACH

ITEM 150 CREAM, HALF AND HALF, INDIVIDUAL SERVING (400/CASE):

\$8.6842 EACH

PROVIDE CARTON PACKING: 400 EACH PER CARTON

LOT # 022

AGENCY NAME: CHESAPEAKE JUVENILE SERVICES AGENCY NUMBER: 767

DELIVERY ADDRESS: 420 ALBEMARLE DRIVE

CHESAPEAKE, VA 23322

DELIVERIES REQUIRED ON: MONDAY AND THURSDAY AS REQUIRED

DELIVERY HOURS: 6:00 A.M. - 12:00 NOON

INVOICE ADDRESS: SAME

ITEM 005 MILK, WHOLE, ONE-HALF PINT SIZE:

\$0.2246 EACH

ITEM 025 MILK, 2% BUTTER FAT, ONE-HALF PINT SIZE:

\$<u>0.2142</u> EACH

ITEM 055 MILK, CHOCOLATE, 1% BUTTER FAT, ONE-HALF PINT SIZE:

\$0.2074 EACH

ITEM 120 COTTAGE CHEESE, CREAMED, FIVE POUND CONTAINER:

\$7.6000 EACH

ITEM 245 LEMON DRINK, ONE-HALF PINT SIZE:

\$0.1222 EACH

ITEM 260 ORANGE DRINK, ONE-HALF PINT SIZE:

\$<u>0.1222</u> EACH

ITEM 305 FRUIT PUNCH DRINK, ONE-HALF PINT SIZE:

\$0.1222 EACH

ITEM 345 FRUIT JUICE, ORANGE, 100% PURE JUICE, NO SUGAR ADDED,

HALF-PINT SIZE. MAY BE FROM CONCENTRATE, PAPER CONTAINER.

\$0.2579 EACH

LOT # 024

AGENCY NAME: VIRGINIA SCHOOL FOR THE DEAF, BLIND AGENCY NUMBER: 218

AND MULTIDISABLED AT STAUNTON

DELIVERY ADDRESS: RT 11 COMMERCE ROAD

STAUNTON, VA 24401

DELIVERY HOURS: 5:00 A.M. - 2:00 P.M.

DELIVERIES REQUIRED ON: TUESDAY AND THURSDAY AS REQUIRED

INVOICE ADDRESS: VIRGINIA SCHOOL FOR THE DEAF, BLIND

AND MULTIDISABLED AT STAUNTON

ATTN: BUSINESS OFFICE

PO BOX 2069

STAUNTON, VA 24402-2069

ITEM 010 MILK, 1% BUTTER FAT, ONE-HALF PINT SIZE:

\$<u>.2281</u> EACH

ITEM 025 MILK, 2% BUTTER FAT, ONE-HALF PINT SIZE:

\$.206 EACH

ITEM 040 MILK, SKIM, ONE-HALF PINT SIZE:

\$.192 EACH

ITEM 055 MILK, CHOCOLATE, FAT FREE SKIM, ONE-HALF PINT SIZE:

\$<u>.2349</u> EACH

ITEM 115 MILK, LACTAID, HALF PINT SIZE:

\$.55 EACH

ITEM 125 COTTAGE CHEESE, LOW FAT, CREAMED, FIVE POUND CONTAINER:

\$5.40 EACH

ITEM 145 SOUR CREAM, LOW FAT, CULTURED, FIVE POUND CONTAINER:

\$4.95 EACH

ITEM 361 ULTRA-HIGH TEMPERATURE MILK, SKIM, ONE-HALF PINT:

\$<u>.232</u> EACH

ITEM 363 ULTRA-HIGH TEMPERATURE MILK, CHOCOLATE, ONE-HALF PINT:

\$.248 EACH

ITEM 364 ULTRA-HIGH TEMPERATURE MILK, 2% BUTTER FAT, ONE-HALF PINT:

\$.246 EACH

LOT # 025

AGENCY NAME: VIRGINIA TREATMENT CENTER FOR CHILDREN AGENCY NUMBER: 206

DELIVERY ADDRESS: 516 NORTH 11TH STREET

RICHMOND, VA 23298

DELIVERIES REQUIRED ON: MONDAY, WEDNESDAY AND FRIDAY

DELIVERY HOURS: 8:00 A.M. - 3:00 P.M.

INVOICE ADDRESS: VIRGINIA TREATMENT CENTER FOR CHILDREN

P. O. BOX 980489

RICHMOND, VA 23298

ITEM 005 MILK, WHOLE, ONE-HALF PINT SIZE:

\$0.2246 EACH

ITEM 025 MILK, 2% BUTTER FAT, ONE-HALF PINT SIZE:

\$0.2142 EACH

ITEM 040 MILK, SKIM, ONE-HALF PINT SIZE:

\$0.2015 EACH

ITEM 055 MILK, CHOCOLATE, 1% BUTTER FAT, ONE-HALF PINT SIZE:

\$<u>0.2074</u> EACH

ITEM 115 MILK, LACTAID, ONE QUART SIZE:

\$<u>1.4684</u> EACH

ITEM 125 COTTAGE CHEESE, LOW FAT, CREAMED, FIVE POUND

CONTAINER:

\$7.6000 EACH

ITEM 140 SOUR CREAM, CULTURED, FIVE POUND CONTAINER:

\$5.77 EACH

ITEM 190 YOGURT, LOW FAT, STRAWBERRY, EIGHT OZ CONTAINER:

\$<u>0.4269</u> EACH

ITEM 195 YOGURT, LOW FAT, BLUEBERRY, EIGHT OZ CONTAINER:

\$0.4364 EACH

ITEM 200 YOGURT, LOW FAT, RASPBERRY, EIGHT OZ CONTAINER:

\$<u>0.4208</u> EACH

ITEM 205 YOGURT, LOW FAT, PEACH, EIGHT OZ CONTAINER:

\$0.4322 EACH

LOT # 027

AGENCY NAME: WESTERN STATE HOSPITAL AGENCY NUMBER: 706

DELIVERY ADDRESS: 1301 RICHMOND ROAD

STAUNTON, VA 24401

DELIVERIES REQUIRED ON: AS REQUIRED

DELIVERY HOURS: 6:30 A.M. – 12:00 NOON

INVOICE ADDRESS: WESTERN STATE HOSPITAL

ACCOUNTS PAYABLE

P. O. BOX 2500

STAUNTON, VA 24402-2500

ITEM 005 MILK, WHOLE, ONE-HALF PINT SIZE:

\$.217 EACH

ITEM 010 MILK, 1% BUTTER FAT, ONE-HALF PINT SIZE:

\$.2281 EACH

ITEM 015 MILK, 1% BUTTER FAT, ONE-GALLON SIZE: \$3.09 EACH ITEM 025 MILK, 2% BUTTER FAT, ONE-HALF PINT SIZE: \$.206 EACH ITEM 040 MILK, SKIM, ONE-HALF PINT SIZE: \$.192 EACH ITEM 055 MILK, CHOCOLATE, FAT FREE SKIM, ONE-HALF PINT SIZE: \$<u>.2349</u> EACH COTTAGE CHEESE, LOW FAT, CREAMED, FIVE POUND CONTAINER: **ITEM 125** \$<u>5.40</u> EACH ITEM 150 CREAM, HALF AND HALF, INDIVIDUAL SERVING: \$<u>.025</u> EACH PROVIDE CARTON PACKING: 360 EACH PER CARTON ITEM 190 YOGURT, LOW FAT, STRAWBERRY, EIGHT OZ CONTAINER: \$<u>.42</u> EACH ITEM 195 YOGURT, LOW FAT, BLUEBERRY, EIGHT OZ CONTAINER: \$.42 EACH **ITEM 200** YOGURT, LOW FAT, RASPBERRY, EIGHT OZ CONTAINER: \$.42 EACH **ITEM 205** YOGURT, LOW FAT, PEACH, EIGHT OZ CONTAINER: \$<u>.42</u> EACH ITEM 215 YOGURT, LOW FAT, STRAWBERRY, FIVE POUND CONTAINER: \$3.75 EACH **ITEM 220** YOGURT, LOW FAT, BLUEBERRY, FIVE POUND CONTAINER: \$3.75 EACH LEMON DRINK, ONE-HALF PINT SIZE: **ITEM 245** \$.095 EACH ORANGE DRINK, ONE-HALF PINT SIZE: ITEM 260

\$<u>.095</u> EACH

ITEM 305 FRUIT PUNCH DRINK, ONE-HALF PINT SIZE:

\$.095 EACH

ITEM 335 FRUIT JUICE, ORANGE, 100% PURE JUICE, NO SUGAR ADDED,

FOUR OZ. SIZE. MAY BE FROM CONCENTRATE, PAPER CONTAINER.

\$.135 EACH

ITEM 340 FRUIT JUICE, APPLE, 100% PURE JUICE, NO SUGAR ADDED,

FOUR OZ. SIZE. MAY BE FROM CONCENTRATE, PAPER CONTAINER.

\$<u>.09</u> EACH

LOT # 028

AGENCY NAME: WYTHEVILLE COMMUNITY COLLEGE AGENCY NUMBER: 288

CHILD DEVELOPMENT CENTER

DELIVERY ADDRESS: 333 COMMUNITY BLVD.

WYTHEVILLE, VA 24382

DELIVERIES REQUIRED ON: TUESDAY AND THURSDAY

DELIVERY HOURS: 7:30 A.M. - 12:00 NOON

INVOICE ADDRESS: WYTHEVILLE COMMUNITY COLLEGE

1000 EAST MAIN STREET WYTHEVILLE, VA 24382

ITEM 015 MILK, WHOLE, ONE GALLON SIZE:

\$3.09 EACH

ITEM 060 MILK, CHOCOLATE, 1% BUTTER FAT, HALF GALLON SIZE:

\$<u>1.890</u> EACH

ITEM 185 JUICE, ORANGE 100%, ONE GALLON

\$2.99 EACH

LOT # 029

AGENCY NAME: VIRGINIA VETERANS CARE CENTER AGENCY NUMBER: 912

DEPT. OF VETERANS SERVICES

DELIVERY ADDRESS: 4550 SHENANDOAH AVENUE, NW

ROANOKE, VA 24017

DELIVERIES REQUIRED ON: MONDAY, WEDNESDAY, THURSDAY AND FRIDAY

DELIVERY HOURS: 5:30 A.M. – 7:00 A.M.

INVOICE ADDRESS: VIRGINIA VETERANS CARE CENTER

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P. O. BOX 6129 ROANOKE, VA 24017

ITEM 025	MILK, 2% BUTTER FAT, ONE-HALF PINT SIZE:
	\$ <u>.2785</u> EACH
ITEM 030	MILK, 2% BUTTER FAT, ONE GALLON SIZE:
	\$ <u>3.2109</u> EACH
ITEM 040	MILK, SKIM, ONE-HALF PINT SIZE:
	\$ <u>.2168</u> EACH
ITEM 055	MILK, CHOCOLATE, 1% BUTTER FAT, ONE-HALF PINT SIZE:
	\$ <u>.2317</u> EACH
ITEM 075	MILK, BUTTERMILK, QUART SIZE:
	\$ <u>.9370</u> EACH
ITEM 115	MILK, LACTAID, ONE QUART SIZE:
	\$ <u>1.9549</u> EACH
ITEM 120	COTTAGE CHEESE, CREAMED, FIVE POUND CONTAINER:
	\$ <u>6.6769</u> EACH
ITEM 135	SOUR CREAM, LOW FAT, CULTURED, PINT CONTAINER:
	\$ <u>1.21</u> EACH
ITEM 155	CREAM, HALF AND HALF, QUART
	\$ <u>1.5389</u> EACH
ITEM 175	YOGURT, LOW FAT, RASPBERRY, FOUR OZ CONTAINER:
	\$ <u>.3739</u> EACH
ITEM 180	YOGURT, LOW FAT, PEACH, FOUR OZ CONTAINER:
	\$ <u>.3739</u> EACH
ITEM 185	YOGURT, LOW FAT, VANILLA, FOUR OZ CONTAINER:
	\$ <u>.3739</u> EACH
ITEM 320	FRUIT JUICE, ORANGE, 100% PURE JUICE , FOUR OZ. SIZE, MAY BE FROM CONCENTRATE:
	\$ <u>.1149</u> EACH
ITEM 325	FRUIT JUICE, APPLE, 100% PURE JUICE, FOUR OZ. SIZE, MAY BE FROM CONCENTRATE:
	\$ <u>.1149</u> EACH
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ITEM 330 FRUIT JUICE, GRAPE, 100% PURE JUICE, FOUR OZ. SIZE,

MAY BE FROM CONCENTRATE:

\$.1269 EACH

ITEM 340 JUICE, CRANBERRY, 100% PURE JUICE, FOUR OZ. SIZE:

MAY BE FROM CONCENTRATE:

\$.1599 EACH

ITEM 350 JUICE, PRUNE, 100% PURE JUICE, FOUR OZ. SIZE:

MAY BE FROM CONCENTRATE:

\$.1599 EACH

ITEM 365 ULTRA-HIGH TEMPERATURE HALF AND HALF

\$1.5389 EACH

LOT # 030

AGENCY NAME: **JAMES RIVER CORRECTION CENTER**AGENCY NUMBER: 719

DELIVERY ADDRESS: 1954 STATE FARM ROAD

STATE FARM, VA 23160

DELIVERIES AS REQUIRED.

DELIVERY HOURS: 8:00 A.M. - 4:00 P.M.

INVOICE ADDRESS: JRCC – ACCOUNTS PAYABLE

1954 STATE FARM ROAD STATE FARM, VA 23160

ITEM 005 MILK, WHOLE, ONE-HALF PINT SIZE:

\$0.195 EACH

LOT # 036

AGENCY NAME: **DEPARTMENT OF JUVENILE JUSTICE**AGENCY NUMBER: 733

DELIVERY ADDRESS: RECEPTION AND DIAGNOSTIC CENTER

DINING HALL

1601 OLD BON AIR ROAD RICHMOND, VA 23235

INVOICE ADDRESS: RECEPTION AND DIAGNOSTIC CENTER

BUSINESS OFFICE

1601 OLD BON AIR ROAD RICHMOND, VA 23235

DELIVERIES AS REQUIRED: TUESDAY AND THURSDAY AS REQUIRED.

DELIVERY HOURS: 7:30 A.M. - 3:30 P.M.

ITEM 025 MILK, 2% BUTTER FAT, ONE-HALF PINT SIZE:

\$0.20 EACH

ITEM 035 MILK, CHOCOLATE, 1% BUTTER FAT, ONE-HALF PINT SIZE:

\$0.19 EACH

ITEM 040 MILK, LACTAID, NON FAT, QUART:

\$1.49 EACH

ITEM 045 ORANGE DRINK, HALFPINT:

\$0.0950 EACH

ITEM 065 LEMON DRINK, HALFPINT:

\$0.095 EACH

ITEM 075 FRUIT PUNCH DRINK, HALFPINT:

\$0.095 EACH

ITEM 085 YOGURT, LOW FAT, STRAWBERRY, 6 OZ.

\$0.43 EACH

LOT # 036A

AGENCY NAME: CULPEPER COUNTY JAIL

DELIVERY ADDRESS: 131 W. CAMERON STREET

CULPEPER, VA 22701

DELIVERY HOURS: 8:00 A.M. - 5:00 P.M.

DELIVERIES REQUIRED ON: MONDAY

INVOICE ADDRESS: COUNTY OF CULPEPER

101 S. WEST STREET

SUITE 300

CULPEPER, VA 22701

ITEM 015 MILK, WHOLE, ONE-GALLON SIZE:

\$4.05 EACH

ITEM 025 MILK, 2% BUTTERFAT, ONE GALLON SIZE:

\$4.00 EACH

AGENCY NAME: **DEPARTMENT OF JUVENILE JUSTICE**<u>AGENCY NUMBER: 777</u>

DELIVERY ADDRESS: BON AIR JUVENILE CORRECTIONAL CENTER

DINING HALL 28

1900 CHATSWORTH AVENUE RICHMOND, VA 23235

INVOICE ADDRESS: BON AIR JEVENILE CORRECTIONAL CENTER

BUSINESS OFFICE

1905 CHATSWORTH AVENUE

RICHMOND, VA 23235

DELIVERIES AS REQUIRED: TUESDAY AND THURSDAY AS REQUIRED.

DELIVERY HOURS: 7:30 A.M. - 3:30 P.M.

ITEM 025 MILK, 2% BUTTER FAT, ONE-HALF PINT SIZE:

\$0.20 EACH

ITEM 035 MILK, CHOCOLATE, 1% BUTTER FAT, ONE-HALF PINT SIZE:

\$0.19 EACH

ITEM 340 MILK, LACTOSE, NON FAT, QUART:

\$1.49 EACH

ITEM 045 ORANGE DRINK, HALFPINT:

\$0.095 EACH

ITEM 055 FRUIT PUNCH DRINK, HALFPINT:

\$0.095 EACH

ITEM 065 LEMON DRINK, HALFPINT:

\$0.095 EACH

ITEM 075 YOGURT, LOW FAT, STRAWBERRY, 6 OZ.:

\$<u>0.43</u> EACH

AGENCY NAME: SITTER & BARFOOT VETERAN CARE CENTER AGENCY NUMBER: 922

DELIVERY ADDRESS: 1601 BROAD ROCK BLVD. RICHMOND, VA 23224

DELIVERY HOURS: 8:00 A.M. - 10:00 A.M.

DELIVERIES REQUIRED ON: MONDAY, WEDNESDAY AND FRIDAY AS REQUIRED.

INVOICE ADDRESS: VIRGINIA DEPARTMENT OF VETERANS SERVICES

ACCOUNTS PAYABLE

P. O. BOX 6129

ROANOKE, VA 24017

ITEM 015 MILK, 2% BUTTER FAT, ONE GALLON SIZE:

\$3.20 EACH

ITEM 025 MILK, 2% BUTTER FAT, ONE-HALF PINT SIZE:

\$0.22500 EACH

ITEM 045 MILK, SKIM, ONE GALLON SIZE:

\$2.90 EACH

ITEM 055 MILK, CHOCOLATE, 1% BUTTER FAT, ONE-HALF PINT SIZE:

\$<u>0.225</u> EACH

ITEM 115 MILK, LACTOSE, NON FAT, ONE QUART SIZE:

\$1.9500 EACH

ITEM 120 COTTAGE CHEESE, CREAMED, FIVE POUND CONTAINER:

\$<u>7.7500</u> EACH

ITEM 215 YOGURT, LOW FAT, STRAWBERRY, FIVE POUND CONTAINER:

\$<u>5.00</u> EACH

ITEM 270 ORANGE DRINK, GALLON SIZE:

\$0.9500 EACH

ITEM 285 BLUE RASPBERRY DRINK, GALLON SIZE:

\$0.9500 EACH

ITEM 300 LEMON OR LIME DRINK, GALLON SIZE:

\$0.9500 EACH

ITEM 315 FRUIT PUNCH DRINK, GALLON SIZE:

\$0.9500 EACH

AGENCY NAME: PAMUNKEY REGIONAL JAIL

DELIVERY ADDRESS: PAMUNKEY REGIONAL JAIL

7240 COURTLAND FARM ROAD

HANOVER, VA 23069

INVOICE ADDRESS: PAMUNKEY REGIONAL JAIL

7240 COURTLAND FARM ROAD

HANOVER, VA 23069

DELIVERIES AS REQUIRED: MONDAY - WEDNESDAY - FRIDAY

DELIVERY HOURS: 7:00 A.M. - 11:00 A.M AND 12:00 P.M. TO 2:00 P.M.

ITEM 055 MILK, 2% BUTTER FAT, HALF PINT SIZE:

\$<u>0.20</u> EACH

ITEM 060 MILK, 2% BUTTER FAT, ONE GALLON

\$2.89 EACH

ITEM 100 ORANGE JUICE, 100% BLENDED, PURE JUICE, NO SUGAR ADDED, FOUR OZ., SIZE,

PAPER CONTAINER

\$0.13 EACH

4. GENERAL TERMS AND CONDITIONS

- A. <u>VENDORS MANUAL</u>: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under "Vendors Manual" on the vendors tab.
- B. <u>APPLICABLE LAWS AND COURTS</u>: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the Virginia Public Procurement Act (VPPA). If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

- 1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
- 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. <u>ETHICS IN PUBLIC CONTRACTING</u>: By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having

official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- E. <u>IMMIGRATION REFORM AND CONTROL ACT OF 1986</u>: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- F. <u>DEBARMENT STATUS</u>: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.
- G. <u>ANTITRUST</u>: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.
- H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR IFBs AND RFPs (Insert wording below appropriate to the solicitation type as indicated):
 - 1. (For Invitation For Bids): Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
 - 2. <u>(For Request For Proposals)</u>: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- I. <u>CLARIFICATION OF TERMS</u>: If any prospective (bidder/offeror) has questions about the specifications or other solicitation documents, the prospective (bidder/offeror) should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. PAYMENT:

- 1. To Prime Contractor:
 - a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the
 - payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.
- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges**. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. <u>To Subcontractors</u>:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.
- 3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.
- 4. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

- K. PRECEDENCE OF TERMS: The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. QUALIFICATIONS OF (BIDDERS/OFFERORS): The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. The Commonwealth further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy the Commonwealth that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. <u>TESTING AND INSPECTION</u>: The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT**: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.
- O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:
 - 1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
 - 2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an

increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. <u>DEFAULT</u>: In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. <u>TAXES</u>: Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. <u>USE OF BRAND NAMES</u>: Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offerors) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offeror) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offeror) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- S. TRANSPORTATION AND PACKAGING: By submitting their (bids/proposals), all (bidders/offerors) certify and warrant that the price offered for FOB destination includes only the actual freight rate costs at the lowest and best rate and is based upon the actual weight of the goods to be shipped. Except as otherwise specified herein, standard commercial packaging, packing and shipping containers shall be used. All shipping containers shall be legibly marked or labeled on the outside with purchase order number, commodity description, and quantity.
- T. INSURANCE: By signing and submitting a bid or proposal under this solicitation, the bidder or offeror certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the Code of Virginia. The bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation

requirements under the <u>Code of Virginia</u> during the course of the contract shall be in noncompliance with the contract.

- 2. Employer's Liability \$100,000.
- 3. Commercial General Liability \$1,000,000 per occurrence. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

(**Note to Agency/Institution**: When the requirement is for parking facilities and garages for motor vehicle maintenance contracts, the forgoing sentence should be changed to read: These coverage should include Garage Owner's Liability. Contracts with movers or truck transporters should also require motor carrier's liability. When in the judgment of a procurement officer, these limits and coverage are not warranted for the goods and services being procured, the Division of Risk Management should be contacted.

4. Automobile Liability - \$1,000,000 per occurrence. (Only used if motor vehicle is to be used in the contract.)

<u>Profession/Service</u> <u>Limits</u>

Accounting \$1,000,000 per occurrence, \$3,000,000 aggregate Architecture \$2,000,000 per occurrence, \$6,000,000 aggregate

Asbestos Design, Inspection or Abatement Contractors

\$1,000,000 per occurrence, \$3,000,000 aggregate

Health Care Practitioner (to include Dentists, Licensed Dental

Hygienists, Optometrists, Registered or Licensed

Practical Nurses, Pharmacists, Physicians, Podiatrists,

Chiropractors, Physical Therapists, Physical

Therapist Assistants, Clinical Psychologists,

Clinical Social Workers, Professional Counselors,

Hospitals, or Health Maintenance

Organizations.) \$1,925,000 per occurrence, \$3,000,000 aggregate

(Limits increase each July 1 through fiscal year 2008, as follows:

July 1, 2008 - \$2,000,000. This complies with §8.01-581.15 of the *Code of Virginia*.

Insurance/Risk Management \$1,000,000 per occurrence, \$3,000,000 aggregate Landscape/Architecture \$1,000,000 per occurrence, \$1,000,000 aggregate Legal \$1,000,000 per occurrence, \$5,000,000 aggregate Professional Engineer \$2,000,000 per occurrence, \$6,000,000 aggregate Surveying \$1,000,000 per occurrence, \$1,000,000 aggregate

- U. <u>ANNOUNCEMENT OF AWARD</u>: Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.
- V. <u>DRUG-FREE WORKPLACE</u>: During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- W. NONDISCRIMINATION OF CONTRACTORS: A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected.

Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. <u>AVAILABILITY OF FUNDS:</u> It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- Z. <u>SET-ASIDES</u>. This solicitation is set-aside for DMBE-certified small business participation only when designated "SET-ASIDE FOR SMALL BUSINESSES" in the solicitation. DMBE-certified small businesses are those businesses that hold current small business certification from the Virginia Department of Minority Business Enterprise. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received the DMBE small business certification. For purposes of award, bidders/offerors shall be deemed small businesses if and only if they are certified as such by DMBE on the due date for receipt of bids/proposals.
- AA. <u>BID PRICE CURRENCY</u>: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- BB. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH: A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the Virginia Public Procurement Act shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

5. SPECIAL TERMS AND CONDITIONS

- 1. **RENEWALS**: No renewals remain. The contract has been extended for six months or until the award of a new contract, whichever is sooner.
- <u>DELIVERY POINT</u>: All items shall be F.O.B. Delivered to any point within the Commonwealth of Virginia as directed by ordering department, institution or agency of the Commonwealth or Public bodies of the Commonwealth as defined in Section 2.2-4301 of the Virginia Public Procurement Act.
- 3. MINIMUM ORDERS: Minimum order will be \$100.00 for F.O.B. Delivered to ordering agency within the Commonwealth of Virginia. For orders of less than \$100.00, the contractor will be permitted to add actual transportation cost (prepaid) to invoice for payment, or the agency may purchase such order off contract from other sources. Partial shipments of less than the minimum order value which are made at the option of the contractor shall be made F.O.B. Delivered with no transportation charges added. If at the agency's request shipments are below the minimum order value, the contractor may add actual transportation cost to invoice for payment.
- 4. PRICE ESCALATION/DEESCALATION: Price adjustments may be permitted only for changes in the Contractor's <u>cost</u> of materials. The following U.S. Bureau of Labor Statistics, Product Price Index Series ID numbers will be used as a guide to determine increase or decrease: PCU31151-31151- (Diary Products); PCU311511311511 (Fluid milk manufacturing); WPU023 (Dairy Products), and WPU0241 (Canned Fruit Juices). No price increases will be authorized for 180 calendar days after the effective date of the contract. Price escalation may be permitted only at the end of this period and each 180 days thereafter and only where verified to the satisfaction of the purchasing office. However, "across the board" price decreases are subject to implementation at any time and shall be immediately conveyed to the Commonwealth.

Contractor shall give not less than 30 days advance notice of any price increase to the purchasing office. Any approved price changes will be effective only at the beginning of the calendar month following the end of the full 30 day notification period. The Contractor shall document the amount and proposed effective date of any general change in the price of materials. Documentation shall be supplied with the Contractor's request for increase which will: (1) verify that the requested price increase is general in scope and not applicable just to the Commonwealth of Virginia; and (2) verify the amount or percentage of increase which is being passed on to the Contractor by the Contractor's suppliers. The purchasing office will notify the using agencies and Contractor in writing of the effective date of any increase which it approves. However, the Contractor shall fill all purchase orders received prior to the effective date of the price adjustment at the old contract prices. The Contractor is further advised that decreases which affect the cost of materials are required to be communicated immediately to the purchasing office.

9. PRICE ADJUSTMENTS BY MILK COMMISSION: Bid prices for dairy items shall be adjusted to reflect any increases or decreases authorized by the Virginia State Milk Commission to Milk producers and passed along to the contractor. Bid prices shown on bid shall be based on Milk Commission prices in effect at time of bid opening. Any price changes issued by the Milk Commission after the bid opening date and passed along to the contractor will adjust the contract price. Price adjustments shall take effect on the date authorized by the Commission. (NOTE: Price adjustments authorized by the Commission and applied herein are excluded from the provisions of the PRICE ESCALATION/DEESCALATION clause of the Special Terms and Conditions section of this solicitation). Price adjustments by the Milk Commission do not apply to non-dairy contract items.